

PENDLETON COUNTY FISCAL COURT

August Term, August 28TH, 2007

COURT MET PURSUANT TO ADJOURNMENT
With
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE
Presiding

MEMBERS PRESENT: Gary Veirs, Alan Whaley, Mark Hart and Stacey Wells.

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeffrey B. Dean,

Invocation was given by Squire Alan Whaley, followed by the Pledge of Allegiance led by Judge/Executive Henry Bertram

In Re: Approval of Agenda.

A copy of the Agenda for this meeting was presented to each Fiscal Court member. Whereupon Squire Veirs made a motion to accept the agenda as presented, seconded by Squire Hart, motion carried.

In Re: Approval of Minutes of August 14TH, 2007 Fiscal Court Meeting.

Minutes of the August 14TH, 2007 Fiscal Court meeting was presented to the Court by Darlene Smeal, Fiscal Court Clerk. These will be held for review, pending acceptance at the next regular Fiscal Court meeting.

In Re: Pendleton County Treasurer's Report, for the month of July, 2007.

Pendleton County Treasurer, Vicky King, submitted a written report for the month of July, 2007. This report was submitted for review at the August 14TH, 2007 regular Fiscal Court meeting. Squire Hart made a motion to accept the Treasurer's report as submitted, seconded by Squire Whaley, motion carried.

Squire Mark Hart introduced Mr. Matthew Stephens, Field Representative for Congressman Davis. Mr. Stephens addressed the Fiscal Court. Discussion held. No action necessary by the Fiscal Court.

In Re: Jim Wells Comments Concerning Nuisance Ordinance Enforcement on Straightshoot Road.

Judge Bertram reported that a request was made by Mr. Jim Wells to address the Fiscal Court in regards to complaint made in regards to his property on Straightshoot Road. Judge Bertram reported the resident complaining was Mr. Parsley and that he was invited to attend this meeting, but is not present.

Mr. Wells reported he purchased his property in 1997 and has plans to take up permanent residency on this property next year. He reported that he has three pickup trucks on his property and they are all insured and licensed. He stated that it was his understanding that he along with four (4) of his neighbors have had complaints lodged against them. He reported the resident doing the complaining has yet to speak to him or his neighbors. He also stated that to see anything on his property you would just about have to be on his property.

The Pendleton County Solid Waste Coordinator, Fred Edwards, address the Fiscal Court. He stated of the five residents Mr. Wells and Mr. Wolfe did not get a letter of compliance because he found no reason for a letter and until they received a letter these two residents should not worry. He stated the other three received letters of compliance and have now met the requirements to be in compliance.

This was for information only, no action necessary at this time.

In Re: Approval of Resolutions Involving Single County Solid Waste Area and Pendleton County Five Year Solid Waste Plan.

Judge Bertram reported the Five Year Solid Waste Plan will be presented to the Fiscal Court at the next regular meeting. The Plan will go to the 109 Board first, if approved the Plan will be presented to the Fiscal Court. Judge Bertram presented and read the Pendleton County Solid Waste Department Single County Area Designation Update Resolution. Squire Veirs made a motion to approve the resolution as presented and read, seconded by Squire Whaley, motion carried.

Resolution recorded as follows:

PENDLETON COUNTY SOLID WASTE DEPARTMENT
SINGLE COUNTY AREA DESIGNATION UPDATE

RESOLUTION # _____

A resolution affirming continuation of single county area designation status.

WHEREAS, The County of Pendleton desires to actively participate in the Pendleton County solid waste management area, and

WHEREAS, the County of Pendleton realizes the development of a solid waste management plan is prerequisite to updating designation as a solid waste management area, and

WHEREAS, the County of Pendleton finds it in the best interest to participate in the development of a solid waste management plan for Pendleton County, and

WHEREAS, This resolution is part of the update process for solid waste management area designation.

NOW THEREFORE BE IT RESOLVED, that the update for area designation is hereby approved as a single county area by this legal body.

Adopted this _____ day of _____ during a regularly scheduled meeting of the Pendleton County Fiscal Court.

Attest: _____
Darlene Smeal
Fiscal Court Clerk

Henry Bertram
Pendleton County Judge/Executive
Henry Bertram, County Judge/Executive

Alan Whaley, Magistrate, District 1

Gary Veirs, Magistrate, District 2

Mark Hart, Magistrate, District 3

Stacey Wells, Magistrate, District 4

In Re: Approve Bids for Roofing Courthouse Steeple.

Judge Bertram presented the two (2) bids received for the Courthouse Steeple Roof replacement. He stated this would be for tear off of the old shingles, re-shingle with twenty five year warranty shingles, and clean up of tear off materials and all equipment to complete the job. This would not include rotten sheeting if that becomes a problem. One bid was received from Taylor Home Improvement, Inc. in the amount of fourteen thousand five hundred ninety nine dollars (\$14,599.00); the second bid was received from Browning Construction in the amount of fifteen thousand seven hundred thirty two dollars (\$15,732.00).

Squire Hart made a motion to accept the lowest bid (Taylor Home Improvement, Inc.), seconded by Squire Veirs, motion carried.

Bids recorded as follows;

KEITH TAYLOR

DATE _____

5/8/07

TO: Henry BERTHOLD

Subs Falmouth Export House Leaf Experiment
on Clock Tour.

TERMS: *Balance due day of Completion Unless Otherwise Agreed Before Work is Started.*

<p>To take off existing shingles, valley tin & flashing on the Court House. Work - Replace with 25 yr. GAF 3-tab shingles, black pre-formed valley & flashing. Price includes: Material + labor. Cleaning & removal of shingles & debris. Also includes lift rental & insurance.</p>	<p>1000</p>
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Any rotten or water damaged wood to be replaced w/
an additional cost of material plus 20% for labor.
The same to be if original sheathing is determined
or not saved.

*All workmanship and labor fully warranted for 1 year.
All material will be warranted by Manufacturer's Warranty.*

Above Prices Good For _____ Days.

Signature: _____

Thank You

Browning Construction
462-4375

8/13/07

05960

[illegible]

Mr. Richie reported that some of the old coating could not be scraped off. When the one coat of paint was added, there is some discoloration. He also reported there were some concerns with the sealing of the new paint and he stated this may allow for leaks to develop. Mr. Richie submitted a bid for two thousand nine hundred dollars (\$2,900.00) to add the second coat of paint. The Fiscal Court went into discussion of these concerns. It was reported that the discoloration was not that noticeable. Discussion was held in regards to the sealing and the development of leaks. Squire Veirs made a motion to award the bid at the lowest bid of nine thousand dollars (\$9,000.00).

The Fiscal Court went into discussion of these concerns. It was reported that the discoloration was not that noticeable. Squire Veirs made a motion, based upon information presented at this discussion, leave as is when All Rite Restoration is done with the barn, no second coat at this time, seconded by Squire Wells, motion carried.

Bid recorded as follows:

David Richie
500 Main Street
Falmouth, KY 41040
Phone 859.654.8216

PROPOSAL SUBMITTED TO: Pendleton Co. Fiscal Ct.		PHONE: 859.654.8216	
STREET: Main St		DATE: 05-16-07	
CITY, STATE AND ZIP CODE: Falmouth Ky 41040		JOB NAME:	
ARCHITECT:		JOB LOCATION:	
		DATE OF PLANS:	
		JOB PHONE:	

We hereby submit specifications and estimates for:

**Apply 2ND Coat Non-Fibred aluminum Roof
Coating to Perish Co. Maintenance Barn. Roof
and addition Roofs.**

We Propose, hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

\$2900.⁰⁰
dollars (\$**2900.⁰⁰**)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner. Authorized according to standard practices. Any alteration or deviation from above specifications involving extra costs will be excused only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. In the event of customer cancellation of contract there will be a cancellation fee of 25% of the total contract amount that the customer agrees to pay.

Authorized Signature: _____
(Signature)

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____

In Re: Second Reading of the County Road Destruction Ordinance.

Judge Bertram presented the County road Destruction Ordinance and asks the Pendleton County Attorney, Jeff Dean to read said ordinance. This will stand as the second reading of the ordinance.
Squire Wells made a motion to accept the County Road Destruction Ordinance as presented and read, seconded by Squire raley, motion carried.
Ordinance recorded as follows;

COMMONWEALTH OF KENTUCKY
COUNTY OF PENDLETON
PENDLETON COUNTY FISCAL COURT

ORDINANCE: _____

AN ORDINANCE CURTAILING AND/OR ELIMINATING PREMATURE DESTRUCTION OF COUNTY ROADS DUE TO DEPOSITS OF DEBRIS, OVERWEIGHT VEHICLES (INCLUDING TRUCKS), USE OF TRACK EQUIPMENT ON COUNTY ROADS AND ANY AND ALL ACTIVITIES CONDUCTED ON COUNTY ROADS THAT CAUSE PREMATURE DESTRUCTION OF COUNTY MAINTAINED ROADS.

WHEREAS, the Pendleton County Fiscal Court is duly obligated to construct and maintain any and all roads that are currently or that may, in the future, be adopted into the County Road Maintenance System, and

WHEREAS, funds for such construction and maintenance of the aforementioned roads are limited, and

WHEREAS, in order to construct and maintain roads in the County Road Maintenance System, the Pendleton County Fiscal Court must do everything within its means to reduce any premature road damage caused by deposits of any debris, overweight trucks, use of track equipment and/or any other activity that causes premature damage to county roads.

NOW THEREFORE BE IT ORDAINED BY THE FISCAL COURT OF THE COUNTY OF PENDLETON, COMMONWEALTH OF KENTUCKY

SECTION ONE

Definition

1. Vehicle- every device in, upon or by which any person or property is or may be transported or drawn upon a County Maintained Road, excepting devices moved by human and animal power or used exclusively upon stationary rails or tracks. The term "vehicle" shall also include every self-propelled vehicle which is designed for use upon a highway or County Maintained Road or which may be driven over a highway or County Maintained Road, including, but not limited to; road rollers; road graders; earth moving pans; vehicles on which a power shovel are mounted; construction equipment customarily used only on the site of construction and which is not practical for the transportation of persons or property upon the highway or etc..
2. County Maintained Road- Any road that has been officially adopted into the County Road Maintenance System and in which Rural and Municipal Aid Funds are used to repair and maintain such roads.
3. Premature- Occurring or created before the customary, correct, or assigned time.

Weight Limit**SECTION 2**

No vehicle over 30,000 pounds gross vehicle weight (GVW) shall travel or traverse any county maintained road unless said vehicle is making a pickup or delivery to a property address on said road. All vehicles, operating lawfully or unlawfully, including those making a pickup or delivery, are subject to the provisions of this Ordinance and shall not deposit debris or cause premature destruction on or of County Maintained Roads as set out herein below.

Debris**SECTION 3**

No vehicle shall be allowed to deposit, spread or convey any type of debris on a County Maintained Road where such material creates a hazardous condition for the driving public as determined by the county road supervisor or by any law enforcement officer having jurisdiction.

SECTION 4**Premature Destruction**

No vehicle due to size, weight or contact with a County Maintained Road surface is permitted to create premature destruction or wear to any county maintained road. Anyone that is using any type of vehicle that has the potential of creating premature road destruction shall video tape, photograph or provide a witness (not associated with) in order prove that any road destruction was not a result of his or her use of a vehicle.

SECTION 5**Severable**

The provisions of this ordinance are severable. If any sentence, clause or section or part of this ordinance or the application thereof to any particular case is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or repeal any of the remaining provisions, sentences, clauses or sections or part of this ordinance, it being the legislative intent of this body to ordain and enact such provision, section, paragraph, sentence, and part hereof separately and independently of such other provision.

SECTION 6**Violations**

Any person, organization or business who violates any part of this Ordinance shall be fined not less than One Hundred (\$100.00) Dollars nor more than Five Hundred (\$500.00) Dollars, or be sentenced to no more than Ninety (90) days in jail, or both fines and incarceration; each separate violation or each day that a violation exists shall be separate offense.

SECTION 7**Reparation**

In addition to any fines or other penalty levied, any person, organization or business that violates any part of this Ordinance and such violation results in the Premature Destruction of a County Maintained Road, shall be fully and completely responsible for the repairs and/or reconstruction of any such damaged road. Such repairs and/or reconstruction shall meet the approval of the Pendleton County Fiscal court.

This ordinance shall become effective upon passage and publication.

CLARENCE FIRST APPEARING AND ORDERED PUBLISHED BY THE PENDLETON COUNTY FISCAL COURT ON THIS 14 DAY OF AUGUST, 2007.

APPROVED BY THE PENDLETON COUNTY FISCAL COURT AND ORDERED RECORDED ON THIS 14 DAY OF AUGUST, 2007.

TEST.

CLARENCE FIRST APPEARING
RICH SPENCER

Pendleton County Clerk

First Reading: August 14, 2007

Second Reading: August 21, 2007

Third Reading: August 28, 2007

Publication: September 4, 2007

Henry W. Bertram
Pendleton County Judge/Executive

In Re: Approve Recreation Contracts with City, Board of Education and Fiscal Court.

Judge Bertram presented the Recreation Contract with the City of Falmouth, the Board of Education and the Fiscal Court. Judge Bertram reported that it is basically the same contract as in the past. The only changes were the CPI increase and with item number eight (8), it will now read Provide 1/3 of any major (above allocated budget) maintenance and/or repair cost and 1/3 major purchases (above allocated budget) (each and every expenditure over \$300.00 MUST have all three entities (board, city or fiscal court according to each contract) approval).

Squire Hart made a motion to approve all three contracts and allow the Judge/Executive to sign the Fiscal Court Contract, seconded by Squire Veirs, motion carried.

Information recorded as follows:

COOPERATIVE AGREEMENT
Between the
PENDLETON COUNTY RECREATION COMMISSION
And The
PENDLETON COUNTY BOARD OF EDUCATION

THIS AGREEMENT is made and entered into this day _____ by and between the Pendleton County Recreation Commission, 233 Main Street, Falmouth, Kentucky, 41040 (hereinto referred to as the Commission) and the Pendleton County Board of Education, 2525 Hwy. 27 N, Falmouth, Kentucky 41040 (hereinto referred to as the Board).

In consideration of the mutual promises, agreements, and undertakings hereinafter set forth, it is hereby agreed as follows:

The Commission will:

- 1.) Provide recreation programs for the students enrolled in the Pendleton County Schools to include but not limited to youth soccer, youth basketball, youth cheerleading, youth softball, and youth baseball. Reasonable fees may be charged by the Commission for the participation in these and other programs.
- 2.) Provide coordination and supervision for the scheduling of activities upon and in Board of Education facilities.
- 3.) Work with the school staff in relation to the upkeep of the aforesaid facilities.
- 4.) Reimburse the Board $\frac{1}{2}$ the salary for a full-time Recreation Director and will pay all of the Fringe Benefits except health insurance.
- 5.) Will assume the responsibility of the Griffin Fitness Center for a minimum of 15 hours per week (a minimum of 10 per week will be devoted to open use of the facility by membership paying a fee to the Commission for their use. No more than 5 hours per week will be scheduled for planned restrictive programs.
- 6.) Plan restrictive fitness programs, (i.e. adults, youth, women, weight reduction or senior citizens).
- 7.) Advertise, promote, and recruit membership for the Fitness Center.
- 8.) Collect, manage, receipt, and invoice for the Fitness Center.
- 9.) Establish the fee structure for the use of the Fitness Center.
- 10.) Use $\frac{1}{2}$ of the receipts for the maintenance and the upkeep of the Center and the other $\frac{1}{2}$ for the programs of the Commission.

The Board will:

- 1.) Provide 1/2 salary for the position of Recreation Director (1/2 of salary will be \$20,729 for FY 2007-2008).
- 2.) Provide financial accounting for the position of Recreation Director.
- 3.) Provide the use of the Griffin Fitness Center daily between the hours of 5:00 p.m. and 9:00 p.m. Monday through Friday evenings, Saturday mornings from 8:00 a.m. through 11:00 a.m.
- 4.) Provide room #508 in Pendleton County High School exclusive use of the Commission as an office.
- 5.) Provide school facilities for the use of the Commission to provide programs on a mutually agreed upon schedule.
- 6.) Change the locks on the Griffin Fitness Center to provide security to the facility.
- 7.) Provide partial salary for the position of groundskeeper (\$6,464.00 for the FY 2007-2008) for the Pendleton Athletic Park.
- 8.) Provide 1/3 of any major (above allocated budget) maintenance and/or repair cost and 1/3 of major purchases (above allocated budget) (each and every expenditure over \$300.00 Must have board approval).

(Date)

(Pendleton County Recreation Commission)

(Date)

(City of Falmouth)

(Date)

(Pendleton County Board of Education)

(Date)

(Pendleton County Fiscal Court)

COOPERATIVE AGREEMENT
Between the
PENDLETON COUNTY RECREATION COMMISSION
And The
City of Falmouth

THIS AGREEMENT is made and entered into this day _____ by and between the Pendleton County Recreation Commission, 233 Main Street, Falmouth, Kentucky, 41040 (hereinto referred to as the Commission) and the City of Falmouth, 230 Main Street, Falmouth, Kentucky 41040 (hereinto referred to as the City). In consideration of the mutual promises, agreements, and undertakings hereinafter set forth, it is hereby agreed as follows:

The Commission will:

- 1.) Provide recreation programs for the residents of the City of Falmouth to include but not limited to youth soccer, youth basketball, youth cheerleading, youth softball, and youth baseball. Reasonable fees may be charged by the Commission for the participation in these and other programs.
- 2.) Provide coordination and supervision for the scheduling of activities upon and in Board of Education facilities.
- 3.) Work with the school staff in relation to the upkeep of the aforesaid facilities.
- 4.) Reimburse the Board $\frac{1}{2}$ the salary for a full-time Recreation Director and will pay all of the Fringe Benefits except health insurance.
- 5.) Will assume the responsibility of the Griffin Fitness Center for a minimum of 15 hours per week (a minimum of 10 per week will be devoted to open use of the facility by membership paying a fee to the Commission for their use. No more than 5 hours per week will be scheduled for planned restrictive programs.
- 6.) Plan restrictive fitness programs (i.e. adults, youth, women, weight reduction or senior citizens).
- 7.) Advertise, promote, and recruit membership for the Fitness Center.
- 8.) Collect, manage, receipt, and invoice for the Fitness Center.
- 9.) Establish the fee structure for the use of the Fitness Center.
- 10.) Use $\frac{1}{2}$ of the receipts for the maintenance and the upkeep of the Center and the other $\frac{1}{2}$ for the programs of the Commission.

The City will:

- 1.) Provide partial salary for the position of groundskeeper (\$3,090.00 for the FY 2007-2008) of the Pendleton Athletic Park and to provide, on a yearly basis, a salary increase equal to the percentages of increase given all other city employees.
- 2.) Provide electricity to the Pendleton County Athletic Park (only) at a cost of 3 cents per kilowatt to be paid by the Pendleton County Fiscal Court.
- 3.) Provide 1/3 of any major (above allocated budget) maintenance and/or repair cost and 1/3 of major purchases (above allocated budget) (each and every expenditure over \$300.00 Must have council approval).

(Date) _____

(Pendleton County Recreation Commission)

(Date) _____

(City of Falmouth)

(Date) _____

(Pendleton County Board of Education)

(Date) _____

(Pendleton County Fiscal Court)

COOPERATIVE AGREEMENT
Between the
PENDLETON COUNTY RECREATION COMMISSION
And The
PENDLETON COUNTY FISCAL COURT

THIS AGREEMENT is made and entered into this day _____ by and between the Pendleton County Recreation Commission, 233 Main Street, Falmouth, Kentucky, 41040 (hereinto referred to as the Commission) and the Pendleton County Fiscal Court, 233 Main Street, Room #4, Falmouth, Kentucky 41040 (hereinto referred to as the Fiscal Court). In consideration of the mutual promises, agreements, and undertakings hereinafter set forth, it is hereby agreed as follows:

The Commission will:

- 1.) Provide recreation programs for the youth in Pendleton County to include but not limited to youth soccer, youth basketball, youth cheerleading, youth softball, and youth baseball. Reasonable fees may be charged by the Commission for the participation in these and other programs.
- 2.) Provide coordination and supervision for the scheduling of activities upon and in Board of Education facilities.
- 3.) Work with the school staff in relation to the upkeep of the aforesaid facilities.
- 4.) Reimburse the Board $\frac{1}{2}$ the salary for a full-time Recreation Director and will pay all of the Fringe Benefits except health insurance.
- 5.) Will assume the responsibility of the Griffin Fitness Center for a minimum of 15 hours per week (a minimum of 10 per week will be devoted to open use of the facility by membership paying a fee to the Commission for their use. No more than 5 hours per week will be scheduled for planned restrictive programs.
- 6.) Plan restrictive fitness programs (i.e. adults, youth, women, weight reduction or senior citizens).
- 7.) Advertise, promote, and recruit membership for the Fitness Center.
- 8.) Collect, manage, receipt, and invoice for the Fitness Center.
- 9.) Establish the fee structure for the use of the Fitness Center.
- 10.) Use $\frac{1}{2}$ of the receipts for the maintenance and the upkeep of the Center and the other $\frac{1}{2}$ for the programs of the Commission.
- 11.) Will work with the Fiscal Court, City of Falmouth, City of Butler, and Pendleton County Schools to develop programs and facilities for the youth and adult in the community.

The Fiscal Court will:

- 1.) Provide $\frac{1}{2}$ salary for the position of Recreation Director (1/2 of salary will be \$20,797.00 for FY 2007-2008).
- 2.) Provide \$7,050.00 for office expense, recreation supplies, renewals & repairs, telephone, training & planning, and travel expenses of the Commission.
- 3.) From time to time, provide the use of county equipment to build, maintain, and repair recreation facilities used by the Commission.
- 4.) Reimburse the City of Falmouth for the usage of electric at the Pendleton Athletic Park.
- 5.) Provide partial salary for the position of groundskeeper \$3,180.00 for the FY 2007-2008, for the Pendleton Athletic Park.
- 6.) Provide 1/3 of any major (above allocated budget) maintenance and/or repair cost and 1/3 of major purchases (above allocated budget) (each and every expenditure over \$300.00 Must have fiscal court approval).

(Date) _____

(Pendleton County Recreation Commission)

(Date) _____

(City of Falmouth)

(Date) _____

(Pendleton County Board of Education)

(Date) _____

(Pendleton Co. Fiscal Court)

In Re: Update on New KRS Dealing with Animal Control.

Judge Bertram reported the County is waiting for an opinion from the Kentucky Attorney General on the new law. He said there are people wanting kennel licenses and the County can not sell them until the opinion is given. Judge Bertram stated at this point the KRS seems to be un-enforceable by the counties. This was for information only, no action taken.

In Re: Approve a Resolution Establishing a HRA Health Plan for Employees that Opt Out of the County Provided Health Care.

Judge Bertram reported that a resolution was presented, read and approved during the June 26TH, 2007 regular Fiscal Court meeting in regards to reimbursement of health insurance premiums for those county employees opting out of the County's Insurance Plan.

Judge Bertram presented and read a resolution repealing the Health Insurance Resolution adopted on June 26, 2007 and establishing a Health reimbursement account (H.R.A.) by placing 50% of the monthly cost of health insurance per individual in such an account for all employees who opt out of the county health plan and who shows proof of health insurance coverage by another carrier.

Judge Bertram presented and read a resolution allowing Pendleton County employees who have proof of health insurance coverage from another source to opt out of the county health insurance plan and by opting out, receive 50% of their customary paid premium (Paid by the County) in 4 Quarterly payments.

Discussion held. Squire Whaley made a motion to approve the resolution allowing Pendleton County employees who have proof of health insurance coverage from another source to opt out of the county health insurance plan and by opting out, receive 50% of their customary paid premium (paid by the County) in 4 quarterly payments, seconded by Squire Hart, carried.

Information recorded as follows:

RESOLUTION

COUNTY OF PENDLETON KENTUCKY

A RESOLUTION REPEALING THE HEALTH INSURANCE RESOLUTION ADOPTED ON JUNE 26, 2007 AND ESTABLISHING A HEALTH REIMBURSEMENT ACCOUNT (H.R.A.) BY PLACING 50% OF THE MONTHLY COST OF HEALTH INSURANCE PER INDIVIDUAL IN SUCH AN ACCOUNT FOR ALL EMPLOYEES WHO OPT OUT OF THE COUNTY HEALTH PLAN AND WHO SHOW PROOF OF HEALTH INSURANCE COVERAGE BY ANOTHER CARRIER.

WHEREAS, Pendleton County is and continues to experience rising health care cost, and

WHEREAS, the County presently pays 100% of the Health Insurance Premiums for all of its full time employees, and

WHEREAS, the Fiscal Court approved a resolution on June 26, 2007 dealing with these rising cost, and

WHEREAS, through much research and study, the Fiscal Court has found that the best solution to assist the county and its employees is to create a Health Reimbursement Account.

NOW THEREFORE, BE IT RESOLVED, that in and through the approval and passage of this resolution, the following will take place:

1. The Resolution passed on June 26, 2007 will be fully and completely repealed.
2. That the Pendleton County Fiscal Court will create Health Reimbursement Accounts for all employees who opt out of the County Health Insurance Plan and who can provide proof of personal health insurance coverage.
3. The county will place 50% (only 50% of the County's contribution) of the portion it now pays, or will pay in the future, for employee premiums into a Health Reimbursement Account.
4. Allow the employee to use such an account to pay for any and all medical related cost down to and including "over the counter" medications.

Done this _____ day of _____, 2007 at a regular scheduled Pendleton County Fiscal Court meeting.

Henry W. Bertram
Pendleton County Judge/Executive

Darlene Smeal
Pendleton County Fiscal Court Clerk

Date:

RESOLUTION NO. _____
COUNTY OF PENDLETON KENTUCKY

A RESOLUTION ALLOWING PENDLETON COUNTY EMPLOYEES WHO HAVE PROOF OF HEALTH INSURANCE COVERAGE FROM ANOTHER SOURCE TO OPT OUT OF THE COUNTY HEALTH INSURANCE PLAN AND BY OPTING OUT, RECEIVE 50% OF THEIR CUSTOMARY PAID PREMIUM (PAID BY THE COUNTY) IN 4 QUARTERLY PAYMENTS.

WHEREAS, Pendleton County is and continues to experience rising health care cost, and

WHEREAS, The county presently pays 100% of the health insurance premium for all of its employees, and

WHEREAS, Pendleton County must look at any and all ways to reduce the cost of health insurance so as to provide reasonable benefits, (as many benefits as possible) to its employees, and

WHEREAS, Some Pendleton County Employees are able to receive health care coverage on policies carried by their spouses or through other venues.

NOW THEREFORE BE IT RESOLVED, that in and through the passage of this resolution, the Pendleton County Fiscal Court agrees to pay directly to any employee 50% of the existing or future cost of any health insurance premium on a quarterly lump sum basis, provided the employee shows proof of health insurance coverage.

Done this 28th day of August, 2007 at a regular scheduled Pendleton County Fiscal Court meeting.

Henry W. Bertram
Henry W. Bertram
Pendleton County Judge Executive

Darlene Smeal
Darlene Smeal
Pendleton County Fiscal Court Clerk

Date: 8/28/07

In Re: Acknowledge the Setting of Tax Rates by county Districts.

Judge Bertram presented and read Tax District's tax rates. Squire Hart made a motion to acknowledge the setting of Tax Rates by the County Districts, seconded by Squire Whaley, motion carried.
Information recorded as follows:

PENDLETON COUNTY FISCAL COURT AUGUST 28, 2007

RE: 2007 Real Estate and Tangible Tax Rates
2008 Motor Vehicle and Water Craft Tax Rates

(Motions to set the following rates for Taxing Districts -- 2008 Rates)

TAXING DISTRICT	REAL EST.	TANGIBLE	MOTOR VEHICLE	WATERCRAFT
Pendleton County	<u>15.0</u>	<u>15.6</u>	<u>15.6</u>	<u>15.6</u>
MHI/MR Tax District	<u>2.0</u>	<u>2.5</u>	<u>2.0</u>	<u>2.0</u>

(Motion to enter into minutes that the following taxing districts have set 2008 Tax Rates as follows)

Pendleton County Library	<u>5.3</u>	<u>9.82</u>	<u>3.0</u>	<u>3.0</u>
Pendleton County Health Department	<u>5.5</u>	<u>5.5</u>	<u>5.5</u>	<u>5.5</u>
Pendleton County Extension Service	<u>3.30</u>	<u>5.67</u>	<u>2.45</u>	<u>2.45</u>
Pendleton County Soil Conservation District	<u>1.2</u>	<u>None</u>	<u>None</u>	<u>None</u>
Kenton Fire Protection District				
Northern Pendleton Fire District	<u>15.0</u>	<u>15.0</u>	<u>None</u>	<u>None</u>
Pendleton County Schools	<u>51.7</u>	<u>51.7</u>	<u>55.0</u>	<u>55.0</u>

(Rates are Per \$100 Assessment.)

In Re: Budget Account Transfers.

Judge Bertram presented and read the Budget Account Transfers. Whereupon a motion was made by Squire Whaley, seconded by Squire Veirs, carried, that the following Budget Account Transfers be accepted as presented. Transfers recorded as follows:

PENDLETON COUNTY FISCAL COURT
TUESDAY AUGUST 28, 2007
7:00 PM

COURT ORDER TRANSFERSBUDGET ACCOUNT TRANSFERSAmbulance Fund

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-567 Refunds

\$500.00


Henry W. Bertram
County Judge/Executive

Date: 8/28/07


Darlene Smeal
Fiscal Court Clerk

Date: 8-28-07

In Re: Payment of Claims.

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Veirs, seconded by Squire Wells, carried, the following claims be allowed and ordered paid out of the following funds.

Pendleton County Fiscal Court
Voucher Claims Register

General Fund

From: 08/28/2007 To: 08/28/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 02-5163	Vendor OFFICE DEPOT	OFFICE DEPOT				
02-0128 01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES			017177	AUGUST OFFICE SUPPLIES	
	Printed On Check 009325					20.22
					Voucher Totals	20.22
Voucher No. 02-5164	Vendor HENRY BERT	HENRY BERTRAM				
02-0128 01-5025-569-	REGISTRATION/CONFERENCES			017172	LUNCH FOR 6 -- WEBSITE TRAINING	
	Printed On Check 009326					53.05
					Voucher Totals	53.05
Voucher No. 02-5165	Vendor COOPER	COOPER WHOLESALE, INC.				
02-0128 01-5000-411-	CUSTODIAL SUPPLIES		67470	017182	AUGUST CUSTODIAL SUPPLIES	
	Printed On Check 009327					81.12
					Voucher Totals	81.12
Voucher No. 02-5166	Vendor TRANSCARE	TRANSCARE OF KENTUCKY INC.				
02-0128 01-5133-315-	ADVANCE LIFE SUPPORT CONTRACT		2926	017171	JULY ALS CONTRACT	
	Printed On Check 009328					21,666.67
					Voucher Totals	21,666.67
Voucher No. 02-5167	Vendor KYLEGAL	KENTUCKY STATE TREASURER				
02-0128 01-5020-507-	TOURISM CONTRIBUTIONS			017186	OPEN RECORDS REQUEST COPIES - LODGE RRP	
	Printed On Check 009329					8.40
					Voucher Totals	8.40
Voucher No. 02-5168	Vendor BANK OF NEW	THE BANK OF NEW YORK TRUST CO., NA				
02-0128 01-5700-606-	INTEREST ON LEASE - CDLT			017187	SEPTEMBER INTEREST ON WATER DISTRICT LEASE	
	Printed On Check 009330					371.97
					Voucher Totals	371.97
Voucher No. 02-5169	Vendor KACO INS	KACO INSURANCE AGENCY				
02-0128 01-5100-531-	BOND PREMIUMS		B0957	017181	TREASURER'S BOND 10-01-07 THRU 10-01-08	
	Printed On Check 009331					2,552.13
					Voucher Totals	2,552.13
Voucher No. 02-5170	Vendor PUBLIC ENT	PUBLIC ENTITY INSURANCE CORP.				
02-0128 01-5100-531-	BOND PREMIUMS			017196	08 PERFORMANCE BOND PHILIPPIARI	
	Printed On Check 009332					101.50
					Voucher Totals	101.50
Voucher No. 02-5171	Vendor FALCUTLOO	THE FALMOUTH OUTLOOK				
02-0128 01-5100-530-	LEGAL NOTICES			017170	JUNE & JULY LEGAL ADS	
	Printed On Check 009333					1,774.18
					Voucher Totals	1,774.18
9 Vouchers Printed Totalling						26,629.84

Road Fund

From: 08/28/2007 To: 08/28/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5132	Vendor	E&H BRIDGE	E&H BRIDGE & GRATING INC.		
02-0228	02-6105-312-	BRIDGES		022731	HALEY ROAD BRIDGE	16,772.24
		Printed On Check	004825			
					Voucher Totals	16,772.24
Voucher No.	02-5133	Vendor	FAB-N-WELD	FAB-N-WELD		
02-0228	02-6105-312-	BRIDGES		022753	WELDING BRIDGE BEAMS - HALEY ROAD BRIDGE	500.00
		Printed On Check	004826	7116		
					Voucher Totals	500.00
Voucher No.	02-5134	Vendor	HILLTOP	HILLTOP STONE LLC		
02-0228	02-6105-409-	CRUSHED STONE & GRAVEL		022732	CRUSHED STONE & GRAVEL 08-07 THRU 08-09-07	165.27
		Printed On Check	004827	845253		
					Voucher Totals	165.27
Voucher No.	02-5135	Vendor	GEORGESTRU	GEORGE'S TRUCK CENTER INC		
02-0228	02-6105-417-	ROAD MATERIALS		022751	ROAD MATERIALS	484.54
		Printed On Check	004828	63069		
					Voucher Totals	484.54
Voucher No.	02-5136	Vendor	HATFIELD	RICK HATFIELD		
02-0228	02-6105-417-	ROAD MATERIALS		022750	REPAIRS AT COUNTY BARN	195.00
		Printed On Check	004829	12415C		
					Voucher Totals	195.00
Voucher No.	02-5137	Vendor	OFFICEDEPO	OFFICE DEPOT		
02-0228	02-6105-417-	ROAD MATERIALS		022740	CERTIFICATE FRAMES	21.00
		Printed On Check	004830	397324194-001		
					Voucher Totals	21.00
Voucher No.	02-5138	Vendor	ZEE	ZEE MEDICAL, INC. - #149		
02-0228	02-6105-417-	ROAD MATERIALS		022746	AUGUST FIRST AID SUPPLIES	97.25
		Printed On Check	004831	149483606		
					Voucher Totals	97.25
Voucher No.	02-5139	Vendor	H&MTRUCK	HOWARD PYLES		
02-0228	02-6105-417-	ROAD MATERIALS		022744	AUGUST ROAD MATERIALS	40.00
		Printed On Check	004832			
					Voucher Totals	40.00
Voucher No.	02-5140	Vendor	D&J MACHIN	D & J MACHINING AND REPAIR		
02-0228	02-6105-417-	ROAD MATERIALS		022742	FAB PART FOR BLACKTOP MACHINE	200.00
		Printed On Check	004833	15		
					Voucher Totals	200.00
Voucher No.	02-5141	Vendor	UK	UNIVERSITY OF KENTUCKY		
02-0228	02-6105-417-	ROAD MATERIALS		022741	SNOW & ICE REMOVAL TRAINING 9-27-07	75.00
		Printed On Check	004834	C0033611		
					Voucher Totals	75.00
Voucher No.	02-5142	Vendor	HALL SIGNS	HALL SIGNS INC.		
02-0228	02-6105-417-	ROAD MATERIALS		022710	SIGNS AND BRACKETS	643.43
		Printed On Check	004835	223816		
					Voucher Totals	643.43
Voucher No.	02-5143	Vendor	SNAPP TRUC	SNAPP TRUCKING		
02-0228	02-6105-417-	ROAD MATERIALS		022756	HAULING BLACKTOP TO MARQUETTE SPUR	562.50
		Printed On Check	004836			
					Voucher Totals	562.50

Road Fund

From: 08/28/2007 To: 08/28/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5144	Vendor	PEOPLESTRK	CHARLES & THERESA PEOPLES		
02-0228	02-6105-447-	ROAD MATERIALS		022754	BLACKTOP HAULING	525.00
		Printed On Check	004837	280106		
					Voucher Totals	525.00
Voucher No.	02-5145	Vendor	TIM ANTROB	TIM ANTROBUS		
02-0228	02-6105-447-	ROAD MATERIALS		022749	REIMBURSE MILEAGE TO LEXINGTON FOR TRAINING	47.08
02-0228	02-6105-573-	TELEPHONE		022749	REIMBURSE CELL PHONE USAGE & CAR CHARGER	64.95
		Printed On Check	004838			
					Voucher Totals	112.03
Voucher No.	02-5146	Vendor	MAGO	MAGO CONSTRUCTION CO, INC		
02-0228	02-6105-417-	ROAD MATERIALS		022736	MATERIALS FOR REPAIRS TO VARIOUS COUNTY ROADS	623.69
		Printed On Check	004839	42924843064		
					Voucher Totals	623.69
15 Vouchers Printed Totalling						21,016.95

Jail Fund

From: 08/28/2007 To: 08/28/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5147	Vendor	KEN KELS	KEN KELS		
					Voucher Date	08/28/2007
02-0428	03-511-145-	OFFICE SUPPLIES		021311	REIMBURSEMENT FOR CLOCK	63.60
		Printed On Check 004533				
					Voucher Totals	63.60
					6 Vouchers Printed Totalling	63.60

L.G.E.A. Fund

From: 08/28/2007 To: 08/28/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5148	Vendor	RECREATION	COMMUNITY RECREATION COMMISSION		
					Voucher Date	08/28/2007
02-0428	04-515-107-	RECREATION - SUPER/DIRECTOR		041642	1/2 AUGUST SALARY RECREATION DIRECTOR PER AGREEM	1,733.09
		Printed On Check 002853				
					Voucher Totals	1,733.09
Voucher No.	02-5149	Vendor	DCCCOMUNI	DCC COMMUNICATIONS		
					Voucher Date	08/28/2007
02-0428	04-515-146-	FUNCTION SPECIFIC EQUIPMENT & SUPPLIES		041644	ANNUAL SOFTWARE MAINT. & SUPPORT 10-07 THRU 9-08	2,815.65
		Printed On Check 002857				
					Voucher Totals	2,815.65
Voucher No.	02-5150	Vendor	KEMA	KY EMERGENCY MANAGEMENT ASSOCIATION		
					Voucher Date	08/28/2007
02-0428	04-515-551-	DES MEMBERSHIPS		041646	FY 2007-2008 KEMA MEMBERSHIP DUES	50.00
		Printed On Check 002858				
					Voucher Totals	50.00
Voucher No.	02-5151	Vendor	JONGOSNEY	JON GOSNEY - ELECTRICAL SERVICES		
					Voucher Date	08/28/2007
02-0428	04-515-571-	RENEWALS AND REPAIRS	4087	041623	MAINTENANCE ON STANDBY GENERATOR AT EOC BLDG	45.00
		Printed On Check 002859				
					Voucher Totals	45.00
Voucher No.	02-5152	Vendor	NKAPC	NORTHERN KY AREA PLANNING COMMISSION		
					Voucher Date	08/28/2007
02-0428	04-515-315-	EMERGENCY 911 MAPPING REVISIONS	2796	041641	LINXGIS SERVICE AGREEMENT 2007-08 FISCAL YEAR	10,000.00
		Printed On Check 002860				
					Voucher Totals	10,000.00
Voucher No.	02-5172	Vendor	OFFICEDEPO	OFFICE DEPOT		
					Voucher Date	08/28/2007
02-0428	04-515-145-	OFFICE SUPPLIES		041645	OFFICE SUPPLIES	39.57
		Printed On Check 002861				
					Voucher Totals	39.57
					6 Vouchers Printed Totalling	14,683.31

311 Fund Fund

From: 08/28/2007 To: 08/28/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5160	Vendor	STEPHENS	JACKIE STEPHENS		
					Voucher Date	08/28/2007
02-7528	75-5141-603-	911 POSTAL COSTS		750939	REIMBURSEMENT FOR POSTAGE	5.25
		Printed On Check 001668				
					Voucher Totals	5.25
Voucher No.	02-5161	Vendor	POST OFFIC	U S POST OFFICE		
					Voucher Date	08/28/2007
02-7528	75-5141-603-	911 POSTAL COSTS		750938	200 STAMPS	82.00
		Printed On Check 001669				
					Voucher Totals	82.00
Voucher No.	02-5162	Vendor	TINASCHWIN	TINA SCHWING		
					Voucher Date	08/28/2007
02-7528	75-5141-609-	911 STAFF TRAINING		750937	REIMBURSEMENT TRAVEL 556 MILES @ .41	227.96
		Printed On Check 001670				
					Voucher Totals	227.96
					3 Vouchers Printed Totalling	315.21

Ambulance Fund
From: 06/28/2007 To: 08/28/2007

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5153	Vendor	PEND EMS	PENDLETON COUNTY EMS, INC.		
02-0926	09-5140-303-	AMBULANCE SERVICE		092038	SEPTEMBER AMBULANCE SERVICE PER AGREEMENT	24,631.67
		Printed On Check 003229				
					Voucher Totals	24,631.67
Voucher No.	02-5154	Vendor	SCOTT-GRO	SCOTT-GROSS COMPANY, INC.		
02-0928	09-5140-550-	MEDICAL SUPPLIES		092035	JULY CYLINDER RENTAL & COMPRESSED OXYGEN	369.90
		Printed On Check 003230				
					Voucher Totals	369.90
Voucher No.	02-5155	Vendor	MOORE	MCORE MEDICAL CORP.		
02-0928	09-5140-550-	MEDICAL SUPPLIES		092034	AUGUST MEDICAL SUPPLIES	2,305.27
		Printed On Check 003231				
					Voucher Totals	2,305.27
Voucher No.	02-5156	Vendor	UNITED	UNITED HEALTH CARE		
02-0928	09-5140-567-	REFUNDS		092032	REFUND - RANDY JEANS DOS 03-19-07	724.16
		Printed On Check 003232				
					Voucher Totals	724.16
Voucher No.	02-5157	Vendor	ANTHEM-LOU	ANTHEM		
02-0928	09-5140-567-	REFUNDS		092033	REFUND ON BARBARA MCMAHAN ACCOUNT	340.63
		Printed On Check 003233				
					Voucher Totals	340.63
Voucher No.	02-5158	Vendor	MOBILCOM	MOBILCOMM INC		
02-0928	09-5140-571-	RENEWALS & REPAIRS		092041	REPAIR AND MAINTENANCE ON PAGER & SCANNER EQUIP.	234.01
		Printed On Check 003234	683435664235			
					Voucher Totals	234.01
Voucher No.	02-5159	Vendor	NORTON	TIM NORTON AUTO SERVICE LLC.		
02-0928	09-5140-582-	MAINTENANCE & REPAIRS - VEHICLES		092042	6-HRS- LABOR TO MOUNT AND LOF	1,237.00
		Printed On Check 003235	11391			
					Voucher Totals	1,237.00
7 Vouchers Printed Totalling						29,922.64

In Re: Adjournment.

A motion was made by Squire Hart, seconded by Squire Veirs, carried, that this meeting be adjourned at 8:35 o'clock P.M., to meet again in regular session on September 11TH, 2007 at 7:00 P.M., Subject to any call meetings.

PENDLETON COUNTY JUDGE/EXECUTIVE

PENDLETON COUNTY CLERK